

CITY OF NEW YORK CONFLICTS OF INTEREST BOARD

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April 30, 2012

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Board Member

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*Director of Training &
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*Director of
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*Director of Information
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FOR IMMEDIATE RELEASE

PRINCIPAL FINED \$2,000 FOR CANCELLING CLASS SO THAT
TEACHER COULD TUTOR HER SON.

The New York City Conflicts of Interest Board (the “Board”) and the New York City Department of Education (“DOE”) have concluded a three-way settlement with the Principal of The Bay School PS/MS 105 who used her DOE position to benefit a person “associated” with her within the meaning of Chapter 68 of the City Charter, the City of New York’s conflicts of interest law.

The Principal acknowledged that on November 10, 2010, her son, who was not a Bay School student, visited the school and, while there, was approached by a Bay School math teacher about how he was doing in college. The Principal’s son responded that he was struggling in calculus; the Bay School math teacher offered to help him, which the teacher did during his lunch break. In order to give Bay School math teacher more time to tutor her son, the Principal cancelled the math teacher’s next class and directed the affected students to the school’s auditorium to join another class watching “The Karate Kid.” The Principal acknowledged that this conduct violated the City’s conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The Principal was “associated” with her son within the meaning of the City’s conflicts of interest law.

For this misconduct, the Principal agreed to pay a \$2,000 fine to the Board and to have the disposition constitute a formal reprimand by DOE. A copy of the disposition is attached.

The Board took the occasion of this disposition to remind public servants that they are prohibited from using their positions as public servants to benefit themselves or any person or firm with whom or with which they are associated. Public servants who have any questions about the City’s conflicts of interest law are urged to contact the Board, which can be reached at (212) 442-1400.

Visit our home page at <http://nyc.gov/ethics>

The Conflicts of Interest Board is the City's ethics board and is responsible for enforcing Chapter 68 of the New York City Charter, the City's conflicts of interest law. The Board is composed of five members, appointed by the Mayor with the advice and consent of the City Council. Board penalties are civil fines.

Carolyn Lisa Miller, Director of Enforcement, handled this case for the Board. Theresa Europe, Deputy Counsel to the Chancellor, handled this case for DOE. The Board gratefully acknowledges the work of its confidential investigative arm, the New York City Department of Investigation ("DOI"), DOI Commissioner Rose Gill Hearn, the Special Commissioner of Investigation for the New York City School District ("SCI"), Special Commissioner Richard J. Condon, and SCI Investigator Kelita Stratford, who handled the investigation.

The Board does not comment on Board dispositions, except as set forth above. For copies of any additional public documents, e-mail miller@coib.nyc.gov.

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD and
THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION

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	:	
<i>In the Matter of</i>	:	<u>DISPOSITION</u>
	:	
	:	COIB Case No. 2011-445
LAURIE SHAPIRO	:	
	:	
	:	
Respondent.	:	
	:	
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WHEREAS, the New York City Conflicts of Interest Board (the “Board”) commenced an enforcement action pursuant to Section 2603(h)(1) of Chapter 68 of the New York City Charter (“Chapter 68”) against Laurie Shapiro (“Respondent”); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms; and

WHEREAS, Respondent wishes to make her employer the New York City Department of Education (“DOE”) a party to this resolution;

IT IS HEREBY AGREED by and among the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a. Since September 15, 1981, I have been employed by DOE, most recently as the Principal of The Bay School PS/MS 105 in Queens, New York. As such, during that time I have been a “public servant” within the meaning of Chapter 68.
 - b. On November 10, 2010, my son, a student at Nassau Community College, visited The Bay School to drop something off for me. While at The Bay School, a Bay School math teacher approached my son and asked how he was doing in college. My son responded that he was struggling in calculus, and the Bay School math teacher offered to help him; during the math teacher’s lunch break, he and my son went over several math problems.
 - c. At the end of the Bay School math teacher’s lunch break, he informed me that he needed “a little more time” with my son. As a result, I cancelled the math teacher’s next math class, which was scheduled to be held from 11:05 a.m. to 11:55 a.m., and directed those students to The Bay School auditorium, where they

joined another class watching “The Karate Kid.” The math teacher continued to tutor my son until 12:10 p.m., at which time the math teacher left school early to pick up his sick son.

- d. I acknowledge that, by cancelling a Bay School math class so that a Bay School math teacher could continue to tutor my son, who was not a Bay School student, I used my City position to obtain a private advantage for an individual “associated” with me in violation of Chapter 68, specifically City Charter § 2604(b)(3). City Charter § 2604(b)(3) states:

No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.

City Charter § 2601(5) defines “associated” to include “a spouse, domestic partner, child, parent or sibling; a person with whom the public servant has a business or other financial relationship; and each firm in which the public servant has a present or potential interest.”

2. In recognition of the foregoing, Respondent agrees to the following:


- a. I agree to pay a fine of Two Thousand Dollars (\$2,000) by money order or by cashier, bank, or certified check, made payable to the “New York City Conflicts of Interest Board,” at the time of my signing of this Disposition.
- b. I agree that this Disposition shall constitute a formal reprimand and a copy of the Disposition will be placed in my personnel file at DOE.
- c. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board or the DOE in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board or the DOE, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.
- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, and after having been represented by the union representative of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board or the DOE; and that I fully understand all the terms of this Disposition.

- e. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

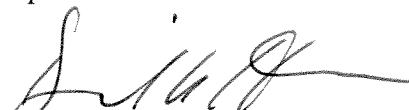
3. The Board and the DOE accept this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively state that other than as recited herein, no further action will be taken by the Board or the DOE against Respondent based upon the facts and circumstances set forth herein, except that the Board and the DOE shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

4. This Disposition shall not be effective until all parties have affixed their signatures below.

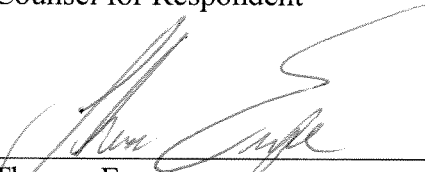
Dated: April 4, 2012


Laurie Shapiro
Respondent

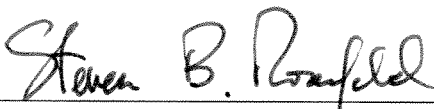
Dated: March 23, 2012


David N. Grandwetter
Council of School Supervisors & Administrators
Counsel for Respondent

Dated: 4/17, 2012


Theresa Europe
Deputy Counsel to the Chancellor
NYC Department of Education

Dated: APRIL 18, 2012


Steven B. Rosenfeld
Chair
NYC Conflicts of Interest Board